

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - x
In re: : Chapter 11
:
CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)
et al., :
:
: Jointly Administered
Debtors.¹ x
- - - - -

AFFIDAVIT OF PUBLICATION OF RAYMOND W. MCDOWELL

IN THE RICHMOND TIMES-DISPATCH

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc.(6796), Sky Venture Corp. (0311), Prahs, Inc.(n/a), XSStuff, LLC (9263), Mayland MN, LLC (6116), Courcheval, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Seller, the address is 4951 Lake Brook Drive, Glen Allen, Virginia 23060-9279.

RICHMOND TIMES-DISPATCH - InRich.Com-CENTRO

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Advertising Affidavit

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ACCOUNT NUMBER

3402245

CIRCUIT CITY
9950 MAYLAND DR
RICHMOND VA 23233

TODAY'S DATE

10/09/09

START	STOP	REFERENCE #	DESCRIPTION	AD SIZE	RUNS	COST
09/29//09	09/29/09	10001602279-0929	UNITED STATES	6 X 11	1	

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Richmond Times-Dispatch

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0929/09

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9/29/2009

Sworn to and subscribed before to me this

Date:

October 13 2009

Kimberly Harris

Notary Public

Randy W. McDowell

Supervisor

State of Virginia
City of Richmond
My Commission expires:

KIMBERLY HARRIS
NOTARY PUBLIC
Commonwealth of Virginia
356753
My Commission Expires Jan 13, 2013

WHEN REMITTING PLEASE REFER TO YOUR CUSTOMER #

3402245

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6. Temporary Allowance Of Claims. If you disagree with the Debtors' classification of, or objection to, your claim and believe that you should be entitled to vote or Plan, the Plan Proponents encourage you to contact the Debtors' counsel from concerning your request.

In the event you are not able to reach a consensual resolution with the Plan Proponents, then you must: (i) contact the Voting Agent to obtain a ballot and file the lot by the Voting Deadline and (ii) timely file and serve a motion for order under R. Bankr. P. 3018(a) (a "Rule 3018(a) Motion") seeking temporary allowance of claim for the purpose of accepting or rejecting the Plan.

The Rule 3018(a) Motion must be filed with the Clerk of the Court on or before **November 10, 2009 at 4:00 p.m. (Eastern)** (the "Rule 3018(a) Motion Deadline") served so as to be received by the Notice Parties (as defined in the Solicitation Procedures Order) by the Rule 3018(a) Motion Deadline, in accordance with the procedures set forth in the Solicitation Procedures Order.

Rule 3018(a) Motions that are not timely filed and served in the manner set forth above will not be considered, and the claims referred to therein will not be considered in determining whether the Plan has been accepted or rejected.

Any party who timely files and serves a Rule 3018(a) Motion in accordance with the paragraph above shall be permitted to cast a provisional vote to accept or reject Plan 1f, and to the extent that, the Plan Proponents and such party are unable to resolve the issues raised by the Rule 3018(a) Motion before the Voting Deadline, then, at Confirmation Hearing, the Court will determine whether the provisional ballot is to be counted as a vote on the Plan and, if so, in what amount.

7. Release, Injunction and Exculpation in the Plan. The Plan provides for certain releases, injunctions and exculpations of certain parties. The text of the release, injunction and exculpation provisions of the Plan are set forth below.

(i) Release. Article X.C. of the Plan states that, "As of the Effective Date, for a and valuable consideration, the adequacy of which is hereby confirmed, the Deb (in their individual capacities and as debtors and debtors in possession) will be deemed to release forever, waive, and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities (other than the right the Debtors to enforce this Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered hereunder, and liabilities arising after the Effective Date in the ordinary course of business) whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or in part on any act, omission, transaction, event, or other occurrences (ii) taking place or after the Petition Date through and including the Effective Date in connection with, or arising out of the Debtors' Chapter 11 Cases, the negotiation and filing of the Plan, the Disclosure Statement or any prior plans of reorganization, the filing of the Chapter 11 Cases, the pursuit of confirmation of the Plan or any prior plans of reorganization, the consummation of the Plan, the administration of the Plan, or the proposal to be liquidated and/or distributed under the Plan or (iii) in connection with, relating to or arising out of the Initial Store Closings and/or the negotiation of the DIP Agreement or the DIP Facility, and that could have been asserted by or on behalf of the Debtors or their Estates, including pursuant to principles of substantive consolidation, piercing the corporate veil, alter ego, domination, constructive trust and similar principles of state or federal creditors' rights laws, in any such case, against the Released Parties." Released Parties include (i) the directors and officers of the Debtors as of the Petition Date and up to and through the Effective Date, (ii) any member of the Creditors' Committee, solely in its capacity as a member of the Creditors' Committee and not in any other capacity, and (iii) any one of the representatives, agents, officers, directors, employees, professionals, advisors or attorneys of the foregoing or of the Debtors.

(ii) Injunction. Article X.D. of the Plan further states that "Except as otherwise provided in the Plan, including, but not limited to, as set forth in Article VI.H.2, the Confirmation Order shall provide, among other things, that from and after the Effective Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtors are permanently enjoined from taking any of the following actions against the Estate of the Liquidating Trust, the Liquidating Trustee, or any of their property or account on any such Claims or Interests: (A) commencing or continuing, in any manner or in any place, any action or other proceeding; (B) enforcing, attaching, collecting, or recovering in any manner any judgment award, decree or order; (C) creating, perfecting, or enforcing any lien or encumbrance; (D) asserting a setoff, right of subrogation, or recovery of any kind against any debt, liability, or obligation due to the Debtors, except as set forth in Article VI.H.2, of the Plan; and (E) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan, provided, however, that nothing contained herein shall preclude Persons from exercising their rights pursuant to and consistent with the terms of the Plan or the Confirmation Order."

(iii) Exculpation. Article X.G. of the Plan provides that "the Debtors, the Liquidator, the Trustee, the Liquidating Trust, the Creditors' Committee, the members of the Credit Committee, solely in their capacity as such, and any of the foregoing parties" respect present or former members, officers, directors, employees, advisors, attorneys re-

Representatives, financial advisors, investment bankers, or agents and any of such parties or their successors and assigns shall not have or incur any claim, action, proceeding, cause of action, Avoidance Action, suit, account, controversy, agreement, promise, right, legal remedies, right to equitable remedies, right to payment, or Claim (as defined in the Schedule of Fees) for any of the foregoing.

Bankruptcy Code Section 101(5), whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured and whether asserted or asserts directly or derivatively in law, equity or otherwise to one another or to any Clerk

holder of Initial Holders, and any party in interest, or any of their respective agents, employees, representatives, advisors, attorneys, or affiliates, or any of their respective agents, employees, representatives, advisors, attorneys, or affiliates, or any of their respective agents, for any act or omission originating or occurring (i) on or after the Petal Date, through and including the Effective Date in connection with, relating to, or a violation of the Debtors, the Chapter 11 Cases, the negotiation and filing of the Plan, the Disclosure Statement or any prior plans of reorganization, the filing of the Chapter 11 Cases, the pursuit of confirmation of the Plan or any prior plans of reorganization, the consummation of the Plan, the administration of the Plan, or the property to be liquidated and/or distributed under the Plan or (ii) in connection with, relating to, or arising out of the Initial Store Closings, and/or the negotiation of the DIP Agreements or DIP Facility, except for their willful misconduct or gross negligence as determined by a Final Order of a court of competent jurisdiction, and in all respects shall be entitled to rely reasonably upon the advice of counsel with respect to their duties and responsibilities under the Plan."

You Are Advised To Carefully Review And Consider The Plan As Your Rights Might Be Affected.

to 8. Information And Documents. Copies of the Disclosure Statement, the Plan, any exhibits thereto are publicly available along with the docket and other case information by accessing the Voting Agent's website at <http://www.kcelic.net/circuitcity> may also be obtained, upon reasonable written request, from the Voting Agent at address set forth above.

Dated: September 24, 2009, Richmond, Virginia

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